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7 **UNITED STATES DISTRICT COURT**

8 **DISTRICT OF NEVADA**

9 KIRSTEN SPARGO, an Individual;

CASE NO.: 2:16-cv-03036-APG-GWF

10 Plaintiff,

11 vs.

12 STATE FARM FIRE AND CASUALTY  
13 COMPANY d/b/a STATE FARM FIRE &  
CASUALTY COMPANY, an Illinois  
14 Company; DOES I-X; and ROE BUSINESS  
15 ENTITIES XI-XX, inclusive,

16 Defendants.

17 **STIPULATED PROTECTIVE ORDER  
GOVERNING CONFIDENTIAL  
INFORMATION**

18 In order to protect the confidentiality of confidential information obtained by the parties in  
connection with this case, the parties hereby agree as follows:

19 1. Any party or non-party may designate as “confidential” (by stamping the relevant  
page or otherwise set forth herein) any document or response to discovery which that party or non-  
party considers in good faith to contain information involving trade secrets, or confidential business  
20 or financial information, subject to protection under the Federal Rules of Civil Procedure of Nevada  
law (“Confidential Information”). Where a document or response consists of more than one page, the  
first page and each page on which confidential information appears shall be so designated.

21 2. A party or non-party may designate information disclosed during a deposition or in  
response to written discovery as “confidential” by so indicating in said response or on the record at  
22 the deposition and requesting the preparation of a separate transcript of such material. Additionally,  
23

1 a party or non-party may designate in writing, within twenty (20) days after receipt of said responses  
2 or of the deposition transcript for which the designation is proposed, that specific pages of the  
3 transcript and/or specific responses be treated as “confidential” information. Any other party may  
4 object to such proposal, in writing or on the record. Upon such objection, the parties shall follow the  
5 procedures described in paragraph 8 below. After any designation made according to the procedure  
6 set forth in this paragraph, the designated documents or information shall be treated according to the  
7 designation until the matter is resolved according to the procedures described in paragraph 8 below,  
8 and counsel for all parties shall be responsible for making all previously unmarked copies of the  
9 designated material in their possession or control with the specified designation.

10       3. All information produced or exchanged in the course of this case (other than  
11 information that is publicly available) shall be used by the party or parties to whom the information  
12 is produced solely for the purpose of this case.

14       4. Except with the prior written consent of other parties, or upon prior order of this  
15 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to  
16 any person other than:

17           (a) counsel for the respective parties to this litigation, including in-house counsel and co-  
18 counsel retained for this litigation;

19           (b) employees of such counsel;

20           (c) individual defendants, class representatives, any officer or employee of a party, to the  
21 extent deemed necessary by Counsel for the prosecution or defense of this litigation;

22           (d) consultants or expert witnesses retained for the prosecution or defense of this  
23 litigation, provided that each such person shall execute a copy of the Certification annexed to this  
24 Order as Exhibit “A” (which shall be retained by counsel to the party so disclosing the Confidential  
25 Information and made available for inspection by opposing counsel during the pendency or after the  
26 termination of the action only upon good cause shown and upon order of the Court) before being  
27 shown or given any Confidential Information and provided that if the party chooses a consultant or  
28 expert employed by State Farm or one of its competitors (as listed on Appendix A), the party shall

1 notify the opposing party, or designating non-party, before disclosing any Confidential Information  
2 to that individual and shall give the opposing party an opportunity to move for a protective order  
3 preventing or limiting such disclosure;

4 (e) any authors or recipients of the Confidential Information;

5 (f) the Court, Court personnel, and court reporters; and

6 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign the  
7 Certification before being shown a confidential document Confidential Information may be  
8 disclosed to a witness who will not sign the Certification only in a deposition at which the party who  
9 designated the Confidential Information is represented or has been given notice that Confidential  
10 Information shall be designated “Confidential” pursuant to paragraph 2 above. Witnesses shown  
11 Confidential Information shall not be allowed to retain copies.

13 5. Any persons receiving Confidential Information shall not reveal or discuss such  
14 information to or with any person who is not entitled to receive such information, except as set forth  
15 herein.

16 6. Unless otherwise permitted by statute, rule or prior court order, papers filed with the  
17 court under seal shall be accompanied by a contemporaneous motion for leave to file those  
18 documents under seal, and shall be filed consistent with the court’s electronic filing procedures in  
19 accordance with Local Rule IA 10-5. Notwithstanding any agreement among the parties, the party  
20 seeking to file a paper under seal bears the burden of overcoming the presumption in favor of public  
21 access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d 1172 (9<sup>th</sup> Cir.  
22 2006); *Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677-78 (9<sup>th</sup> Cir. 2010).

23 7. A party may designate as “Confidential” documents or discovery materials produced  
24 by a non-party by providing written notice to all parties of the relevant document numbers or other  
25 identification within thirty (3) days after receiving such documents or discovery materials. Any party  
26 or non-party may voluntarily disclose to others without restriction any information designated by  
27 that party or non-party as confidential, although a document may lose its confidential status if it is  
28 made public.

1           8. If a party contends that any material is not entitled to confidential treatment, such  
2 party may at any time given written notice to the other party or non-party who designated the  
3 material. The party or non-party who designated the material shall have twenty-five (25) days from  
4 the receipt of such written notice to apply to the Court for an order designated the material as  
5 confidential. The party or non-party seeking the order has the burden of establishing that the  
6 document is entitled to protection.

7           9. Notwithstanding any challenge to the designation of material as Confidential  
8 Information, all documents shall be treated as such and shall be subject to the provisions hereof  
9 unless and until one of the following occurs:

- 10           (a) the party or non-party claims that the material is Confidential Information withdraws  
11 such designation in writing; or  
13           (b) the party or non-party who claims that the material is Confidential Information fails  
14 to apply to the Court for an order designating the material confidential within the time period  
15 specified above after receipt of a written challenge to such designation; or  
16           (c) the Court rules the material is not confidential.

17           10. All provisions of this Order restricting the communication or use of Confidential  
18 Information shall continue to be binding after the conclusion of this action, unless otherwise agreed  
19 or ordered. Upon conclusion of the litigation, a party in the possession of Confidential Information,  
20 other than that which is contained in pleadings, correspondence, and deposition transcripts, shall  
21 either (a) return such documents no later than thirty (30) days after conclusion of this action to  
22 counsel for the party or non-party who provided such information, or (b) destroy such documents  
23 within the time period upon consent of the party who provided the information and certify in writing  
24 within thirty (30) days that the documents have been destroyed.

25           11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use  
26 of documents at trial.

12. Nothing herein shall be deemed to waive any applicable privilege or work product, protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by privilege or work product protection.

13. Any witness or other person, firm or entity from which discovery is sought may be informed of and may obtain the protection of this Order by written advice to the parties; respective counsel or by oral advise at the time of any deposition nor similar proceeding.

## CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated \_\_\_\_\_, in *Spargo v. State Farm Mutual Automobile Insurance Company*, Case No. 2:16-cv-03036-APG-GWF. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom—in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED this 10<sup>th</sup> day of May 2017.

DATED this 10<sup>th</sup> day of May 2017.

CLAGGETT & SYKES LAW FIRM

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/s/ Sean K. Claggett

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## IT IS SO ORDERED.

George Foley Jr.  
UNITED STATES MAGISTRATE

UNITED STATES MAGISTRATE JUDGE

<sup>5</sup>DATED this 17th day of May, 2017.